

CANADIAN HERITAGE
REQUEST FOR STANDING OFFER

REQUEST NUMBER: 10212437

TITLE OF PROJECT: Rental and installation of tents and floors

REQUEST DATE: 21 December 2022

CLOSING DATE AND TIME: 15 February 2023, 2:00 p.m., EST

ADDRESS ALL ENQUIRIES: Gregory Yarema
Procurement Specialist
Contracting and Materiel Management Directorate
Canadian Heritage
E-mail: contrats-contracting@pch.gc.ca

The Department of Canadian Heritage has a requirement for the above services to be carried out in accordance with the **Statement of Work** attached hereto as **Annex "A"**. The period of the Standing Offer resulting from this Request for Standing Offer is for three (3) years with two (2) additional one (1) year option periods.

If you are interested in undertaking this project, submit your bid by **2 p.m. EST: 15 February 2023** by using the following accepted submission method:

IMPORTANT: Submission via e-mail

Note that because of the present circumstances associated with the COVID-19 virus, PCH will only accept offers by e-mail. Offers transmitted by facsimile or mail to PCH will not be accepted.

The PCH e-mail server cannot accept any e-mail transmission that is 25 MB or plus. It is the responsibility of the Offeror to assure that their complete e-mail offer be delivered to PCH by the specified date and time. Indicate the title of the Request for Standing Offers (RFSO) in the e-mail object. The e-mail address is the following:

Contrats/Contracting (PCH)
contrats-contracting@pch.gc.ca

RFSO: 10212437
Attention: Gregory Yarema

If due to e-mail or document size issues it is necessary to send documents using more than one e-mail, this is acceptable, but they must be referenced to each other. Offers that arrive after the specified date and time will not be accepted. Offerors are encouraged to keep a confirmation that the e-mail was sent and delivered.

Offerors submitting a proposal are also requested to complete the Offer of Services attached at Annex G.

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PART 1 - GENERAL INFORMATION

1.1 Introduction

The Request for Standing Offers (RFSO) is divided into seven parts plus attachments and annexes, as follows:

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Offeror Instructions: provides the instructions applicable to the clauses and conditions of the RFSO;
- Part 3 Offer Preparation Instructions: provides offerors with instructions on how to prepare their offer to address the evaluation criteria specified;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the offer, and the basis of selection;
- Part 5 Certifications and Additional Information: includes the certifications and additional information to be provided;
- Part 6 Security and Insurance Requirements: includes specific requirements that must be addressed by offerors; and
- Part 7 7A, Standing Offer, and 7B, Resulting Contract Clauses:
 - 7A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;
 - 7B, includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer.

The Annexes include the Statement of Work, the Basis of Payment, the Security Requirements Checklist, the Insurance Requirements, Calculation of Prices for the Financial Evaluation of offers, the 942 Form – call-up against a Standing Offer and the Offer of Services Form.

1.2 Summary

Canadian Heritage (PCH) wishes to establish up to 2 standing offers for the rental and installation of outdoor tents and temporary floors so as to respond to a requirement related to event programming, sponsors, operations, press conferences and other corporate events of the Department in the National Capital Region.

Winterlude and Canada Day are the two flagship events. The standing offer agreement stemming from this request will aim to acquire tent and temporary floor rental services for these events and related operations. Other events may be added as required and when new requirements arise.

The Standing Offer will be for a three (3) year period with the possibility of extending it by two (2) additional one (1) year periods.

1.3 Security Requirements

There are security requirements associated with the requirement of the Standing Offer. For additional information, see Part 6 - Security, Financial and Insurance Requirements, and Part 7 - Standing Offer and Resulting Contract Clauses. For more information on personnel and organization security screening or security clauses, offerors should refer to the [Contract Security Program](http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>) website.

1.4 Debriefings

Bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 15 working days from receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or by teleconferencing (Zoom or MSTeams). Please note that because of the present circumstances associated with the COVID-19 virus, in-person debriefings will not be available.

1.5 Other information

The Office of the Procurement Ombudsman (OPO) was established by the Government of Canada to provide an impartial, independent venue for Canadian bidders to raise complaints regarding the award of certain federal contracts under \$26,400 for goods and \$105,700 for services. If you have concerns regarding the award of a federal contract below these dollar amounts, you may contact OPO by e-mail at boa.opo@boa-opo.gc.ca, by telephone at 1-866-734-5169, or by web at www.opo-boa.gc.ca. For more information on OPO's services or to determine if your concerns are within the Ombudsman's mandate, please see the [Procurement Ombudsman Regulations](#) or visit the [OPO website](#).

PART 2 - OFFEROR INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the Request for Standing Offers (RFSO) by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

Offerors who submit an offer agree to be bound by the instructions, clauses and conditions of the RFSO and accept the clauses and conditions of the Standing Offer and resulting contract(s).

The [2006 \(2022-12-01\)](#) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

Subsection 5.4 of [2006](#), Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days
Insert: 120 days

2.1.1 SACC Manual Clauses A

[B3000T \(2006-06-16\)](#) Equivalent Products

1. Products that are equivalent in form, fit, function and quality to the item(s) specified in the bid solicitation will be considered where the Bidder:
 - a. designates the brand name, model and/or part number of the substitute product;
 - b. states that the substitute product is fully interchangeable with the item specified;
 - c. provides complete specifications and descriptive literature for each substitute product;
 - d. provides compliance statements that include technical specifics showing the substitute product meets all mandatory performance criteria that are specified in the bid solicitation; and
 - e. clearly identifies those areas in the specifications and descriptive literature that support the substitute product's compliance with any mandatory performance criteria.
2. Products offered as equivalent in form, fit, function and quality will not be considered if:
 - a. the bid fails to provide all the information requested to allow the Contracting Authority to fully evaluate the equivalency of each substitute product; or
 - b. the substitute product fails to meet or exceed the mandatory performance criteria specified in the bid solicitation for that item.
3. In conducting its evaluation of the bids, Canada may, but will have no obligation to, request bidders offering a substitute product to demonstrate, at the sole cost of bidders, that the substitute product is equivalent to the item specified in the bid solicitation.

2.2 Submission of Offers

Note that because of the present circumstances associated with the COVID-19 virus, PCH will exceptionally only accept offers by e-mail at contrats-contracting@pch.gc.ca. Offers transmitted by facsimile or mail to PCH will not be accepted.

2.2.1 Submission via e-mail

Offers must only be submitted by e-mail by the date and time to the e-mail address indicated on page 1 of the RFSO.

2.3 Former Public Servant

Contracts with former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts with FPS, bidders must provide the information required below.

Definitions

For the purposes of this clause, "former public servant" is any former member of a department as defined in the [Financial Administration Act](#), R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

- a. an individual;
- b. an individual who has incorporated;
- c. a partnership made of former public servants; or
- d. a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

"pension" means, a pension or annual allowance paid under the [Public Service Superannuation Act](#) (PSSA), R.S., 1985, c.P-36, and any increases paid pursuant to the [Supplementary Retirement Benefits Act](#), R.S., 1985, c.S-24 as it affects the PSSA. It does not include pensions payable pursuant to the [Canadian Forces Superannuation Act](#), R.S., 1985, c.C-17, the [Defence Services Pension Continuation Act](#), 1970, c.D-3, the [Royal Canadian Mounted Police Pension Continuation Act](#), 1970, c.R-10, and the [Royal Canadian Mounted Police Superannuation Act](#), R.S., 1985, c.R-11, the [Members of Parliament Retiring Allowances Act](#), R.S., 1985, c.M-5, and that portion of pension payable to the [Canada Pension Plan Act](#), R.S., 1985, c.C-8.

Former Public Servant in Receipt of a Pension

As per the above definitions, is the Bidder a FPS in receipt of a pension? **Yes** () **No** ()

If so, the Bidder must provide the following information, for all FPS in receipt of a pension, as applicable:

- a. name of former public servant;
- b. date of termination of employment or retirement from the Public Service.

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with [Contracting Policy Notice: 2012-2](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).

Work Force Reduction Program

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of a work force reduction program? **Yes** () **No** ()

If so, the Bidder must provide the following information:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;
- c. date of termination of employment;
- d. amount of lump sum payment;
- e. rate of pay on which lump sum payment is based;
- f. period of lump sum payment including start date, end date and number of weeks;
- g. number and amount (professional fees) of other contracts subject to the restrictions of a work force reduction program.

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including Applicable Taxes.

2.4 Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority no later than seven (7) calendar days before the Request for Standing Offer (RFSO) closing date. Enquiries received after that time may not be answered.

Offerors should reference as accurately as possible the numbered item of the RFSO to which the enquiry relates. Care should be taken by offerors to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the question(s) or may request that offerors do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all offerors. Enquiries not submitted in a form that can be distributed to all offerors may not be answered by Canada.

2.5 Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

Offerors may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their offer, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the offerors.

2.6 Bid Challenge and Recourse Mechanisms

- (a) Several mechanisms are available to potential offerors to challenge aspects of the procurement process up to and including contract award.
- (b) Canada encourages offerors to first bring their concerns to the attention of the Contracting Authority. Canada's [Buy and Sell](#) website, under the heading "[Bid Challenge and Recourse Mechanisms](#)" contains information on potential complaint bodies such as:
 - Office of the Procurement Ombudsman (OPO)
 - Canadian International Trade Tribunal (CITT)
- (c) Offerors should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Offerors should therefore act quickly when they want to challenge any aspect of the procurement process.

PART 3 - OFFER PREPARATION INSTRUCTIONS

3.1 Offer Preparation Instructions

Prices must appear in the financial offer only. No prices must be indicated in any other section of the offer.

Note that because of the present circumstances associated with the COVID-19 virus, PCH will exceptionally only accept offers by e-mail at contrats-contracting@pch.gc.ca. Offers transmitted by facsimile or mail to PCH will **not** be accepted.

3.1.1 Submission via e-mail

IMPORTANT: The PCH e-mail server cannot accept any e-mail transmission that is 25 MB or more. It is the responsibility of the Offeror to assure that their complete e-mail offer be delivered to PCH by the specified date and time. If due to e-mail or document size issues it is necessary to send documents using more than one e-mail, this is acceptable, but they must be referenced to each other. Offers that arrive after the specified date and time will not be accepted.

The Offer must be gathered per section and separated as follows:

Section 1: Technical Offer
Section 2: Financial Offer
Section 3: Certifications
Section 4: Additional Information

Section 1: Technical Offer

In their technical offer, Offerors should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

Section 2: Financial Offer

Offerors must submit their financial offer in accordance with Annex C, the Basis of Payment. The total amount of applicable taxes must be shown separately.

Section 3: Certifications

Offerors must submit the certifications required under Part 5.

Section 4: Additional Information

Offerors submitting a proposal are also requested to complete the Offer of Services attached at Annex G.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

- (a) Offers will be assessed in accordance with the entire requirement of the Request for Standing Offer including the mandatory technical criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the offers.

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

Each offer will be reviewed to determine whether it meets the mandatory requirements of the Request for Standing Offer. Any element of the Request for Standing Offer that is identified specifically with the words “must” or “mandatory” is a mandatory requirement. Offers that do not comply with each and every mandatory requirement will be considered non-responsive and be disqualified.

MANDATORY CRITERIA – RENTAL OF TENTS AND FLOORS			
	Mandatory Requirements Compliant	Compliant/ Non- compliant	Cross- reference to Offer
M1	<p>Offerors must provide details and descriptions of at least three projects completed in the five years prior to the closing date of this request for standing offers, clearly demonstrating their experience in providing all-weather tent and temporary floor rentals.</p> <p>Each project description must clearly demonstrate that the offeror has experience in all of the following areas:</p> <ul style="list-style-type: none"> a) Transportation, installation, maintenance, inspection and dismantling of tents and temporary floors; b) Compliance with drawings and an installation schedule. <p>Note:</p> <ul style="list-style-type: none"> • At least one of the projects must have been completed in the winter. • At least one of the projects must demonstrate floor installation. • At least one of the projects must demonstrate the installation of at least 10 tents of at least 3 different sizes at the same site. <p>Each project description must include the following:</p> <ul style="list-style-type: none"> c) The client's name (e.g., company or organization name); 		

MANDATORY CRITERIA – RENTAL OF TENTS AND FLOORS			
	d) The work location(s); e) The work period; f) A contact name and telephone number for the client (this information may be used to confirm the information provided about the projects).		
M2	The offeror must certify the following: <ul style="list-style-type: none"> • It has the capacity to respond to emergencies by telephone 24 hours a day, 7 days a week. • It will respond to emergency calls within 4 hours and in all cases, must inspect all installations at each of the affected sites, take any necessary corrective actions and subsequently submit a report to the project authority. 		
M3	The offeror must demonstrate its capacity to offer all of the requested inventory, at least in the quantities specified in Appendix E – Cost Calculations for the Financial Evaluation of Offers.		

4.1.2 Financial Evaluation

The prices of the offer will be evaluated in Canadian dollars, Applicable Taxes excluded, FOB destination, Canadian customs duties and excise taxes included.

For bid evaluation and Contractor selection purposes only, the Total Evaluated Bid Price of a bid will be determined by using the prices submitted in the Basis of Payment – Annex B, completed by the bidders.

The "10212437_annex E_Calculation of prices for the Financial Evaluation of offers.xlsx" - will be completed by the Contracting Authority.

4.2 Basis of Selection

4.2.1 Lowest evaluated price - mandatory technical criteria only

An offer must comply with the requirements of the request for standing offer and meet all mandatory technical evaluation criteria to be declared responsive.

The responsive offers will be ranked in ascending order of evaluated prices; the responsive offer with the lowest evaluated price being ranked first. Of the highest ranked responsive bids in ascending order of evaluated prices, up to two will be recommended for award of a contract

4.3 Internal approval

Offerors should note that all contracts are subject to PCH's internal approvals process, which includes a requirement to approve funding in the amount of any proposed contract. Notwithstanding that an Offeror may have been recommended for Standing Offer award, issuance of any Standing Offer will be contingent upon internal approval. If such approval is not given, no Standing Offer will be awarded.

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

Offerors must provide the required certifications and additional information to be issued a standing offer.

The certifications provided by offerors to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare an offer non-responsive, will have the right to set-aside a standing offer, or will declare a contractor in default if any certification made by the Offeror is found to be untrue whether made knowingly or unknowingly during the offer evaluation period, during the Standing Offer period, or during the contract period.

The Standing Offer Authority will have the right to ask for additional information to verify the Offeror's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Standing Offer Authority will render the offer non-responsive, result in the setting aside of the Standing Offer or constitute a default under the Contract.

5.1 Certifications Required with the Offer

Offerors must submit the following duly completed certifications as part of their offer.

5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the Integrity Provisions of the Standard Instructions, all offerors must provide with their offer, **if applicable**, the declaration form available on the [Forms for the Integrity Regime](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), to be given further consideration in the procurement process.

5.2 Certifications Precedent to the Issuance of a Standing Offer and Additional Information

The certifications and additional information listed below should be submitted with the offer, but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Standing Offer Authority will inform the Offeror of a time frame within which to provide the information. Failure to provide the certifications or the additional information listed below within the time frame provided will render the offer non-responsive.

5.2.1 Integrity Provisions – Required Documentation

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real property agreement of the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Offeror must provide the required documentation, as applicable, to be given further consideration in the procurement process.

5.2.2 Federal Contractors Program for Employment Equity - Standing Offer Certification

By submitting an offer, the Offeror certifies that the Offeror, and any of the Offeror's members if the Offeror is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list) available at the bottom of the page of the [Employment and Social Development Canada \(ESDC\) - Labour's](#) website.

Canada will have the right to declare an offer non-responsive, or to set-aside a Standing Offer, if the Offeror, or any member of the Offeror if the Offeror is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list at the time of issuing of a Standing Offer or during the period of the Standing Offer

PART 6 - SECURITY AND INSURANCE REQUIREMENTS

6.1 Security Requirements

1. Before issuance of a standing offer, the following conditions must be met:
 - (a) the Offeror must hold a valid organization security clearance as indicated in Part 7A - Standing Offer;
2. Before access to sensitive information is provided to the Offeror, the following conditions must be met:
 - (a) the Offeror's proposed individuals requiring access to sensitive information, assets or sensitive work sites must meet the security requirements as indicated in Part 7 – Standing Offer and Resulting Contract Clauses;
 - (b) the Offeror's security capabilities must be met as indicated in Part 7 – Standing Offer and Resulting Contract Clauses.
3. For additional information on security requirements, offerors should refer to the [Contract Security Program](http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>) website.

6.2 Insurance Requirements

The Offeror must provide a letter from an insurance broker or an insurance company licensed to operate in Canada stating that the Offeror, if issued a Standing Offer as a result of the Request for Standing Offer, can be insured in accordance with the Insurance Requirements specified in Annex "F".

If the information is not provided in the offer, the Standing Offer Authority will so inform the Offeror and provide the Offeror with a time frame within which to meet the requirement. Failure to comply with the request of the Standing Offer Authority and meet the requirement within that time period will render the offer non-responsive.

PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

7A. STANDING OFFER CLAUSES

A7.1 Offer

The Offeror offers to fulfill the requirement in accordance with the Statement of Work at Annex "A".

A7.2 Security Requirement

A7.2 Security Requirements

7.2.1 The following security requirements (SRCL and related clauses provided by the Contract Security Program) apply and form part of the Standing Offer.

SITE ACCESS STATUS

1. The Contractor/Offeror personnel requiring access to sensitive work site(s) must EACH hold a valid **SITE ACCESS STATUS**, granted or approved by PCH.
2. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of PCH.
3. The Contractor/Offeror must comply with the provisions of the:
 - a. Security Requirements Check List and security guide (if applicable), attached at Annex "C".

A7.3 Standard Clauses and Conditions

All clauses and conditions identified in the Standing Offer and resulting contract(s) by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada.

A7.3.1 General Conditions

[2005 \(2022-12-01\)](#) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

A7.4 Term of Standing Offer

A7.4.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is from date of issuance to _____ *(to be specified at issuance of Standing Offer)*.

A7.4.2 Extension of Standing Offer

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for up to two (2) additional one (1) year periods, under the same conditions and at the rates or prices specified in the Standing Offer.

The Offeror will be advised of the decision to authorize the use of the Standing Offer for an extended period by the Standing Offer Authority before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

A7.5 Authorities

A7.5.1 Standing Offer Authority

The Standing Offer Authority is:

Gregory Yarema
Procurement Specialist
Canadian Heritage
Contracting and Materiel Management Directorate
15 Eddy Street, 9th Floor (15-9-G)
Gatineau, QC K1A 0M5

E-mail: contrats-contracting@pch.gc.ca

The Standing Offer Authority is responsible for the establishment of the Standing Offer, its administration and its revision, if applicable. Upon the making of a call-up, as Contracting Authority, he is responsible for any contractual issues relating to individual call-ups made against the Standing Offer by any Identified User.

A7.5.2 Project Authority

The Project Authority for the Standing Offer is:

(To be identified at issuance of the Standing Offer)

The Project Authority is the representative of the department or agency for whom the Work will be carried out pursuant to a call-up under the Standing Offer and is responsible for all the technical content of the Work under the resulting Contract.

A7.5.3 Technical Authority

The Technical Authority for the Standing Offer is:

(To be identified at issuance of the Standing Offer)

The Technical Authority is the representative of the department for whom the Work is being carried out under the Standing Offer and is responsible for all matters concerning the technical content of the work under the Standing Offer. The Technical Authority has no authority to authorize changes to the scope of the work. Changes to the scope of the Work can only be made through an amendment issued by the Contracting Authority

A7.5.4 Offeror's Representative

(To be identified at issuance of the Standing Offer)

A7.6 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a [Public Service Superannuation Act](#) (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with [Contracting Policy Notice: 2012-2](#) of the Treasury Board Secretariat of Canada.

A7.7 Identified Users

The Identified User authorized to make call-ups against the Standing Offer is: **Canadian Heritage**.

A7.8 Call-up Procedures

- a) Each Call-up results in a separate contract between Canada and the Offeror.
- b) The Offeror acknowledges that no costs incurred before the receipt of a signed Call-up can be charged to this Standing Offer or any Call-ups made against it.
- c) The Offeror acknowledges and agrees that the terms and conditions set out in the Resulting Contract Clauses that form part of this Standing Offer apply to every Call-up made under this SO.
- d) **Multiple SOs:** The Offeror acknowledges that multiple SOs will be issued for this requirement. Call-ups will be allocated among the Offerors in accordance with the call-up process described below.
- e) **Only Authorized Call-ups to be Accepted:** The Offeror agrees only to perform individual Call-ups made by an authorized representative of Canada under this Standing Offer outlined below.
- f) **Ranking and Methodology for Multiple SOs:** If more than one SO is authorized for these services, the following ranking methodology and call-up procedures will be used:

Multiple Standing Offers - Right of First Refusal

As more than one Standing Offer could be awarded, a request to perform work will be sent to the first ranked contractor in the order of ranking below.

If that contractor confirms in writing that it is unable to provide the required services as a result of previous commitments under one or more than one authorized call-up, the request will be forwarded to the next highest ranked contractor in the Contractors' order of ranking. If no contractor in the ranking can supply the required services, Canada reserves the right to acquire the services by other means. A contractor in the ranking may advise the Project Authority and the Contracting Authority in writing that it is unable to carry out additional tasks as a result of previous commitments under one or more than one authorized call-up and no request will be sent to that contractor until that contractor has given notice in writing to the Project Authority and the Contracting Authority that it is available to supply the services.

Up to two Standing Offers will be issued as a result of PCH bid solicitation number: 10212437. The contractor's order of ranking is as follows:

Ranked first: *Contractor to be determined*

Ranked second: *Contractor to be determined*

A7.9 Call-up Instrument

The Work will be authorized or confirmed by Canadian Heritage using form 942 – Call up Against a Standing Offer (Form attached at Annex F).

A7.10 Non-Standing Offer Items

For non-standing offer items, the Identified User may incorporate a total of 35% of the value of the call-up or \$40,000.00 (the lesser of the two) of non-standing offer items in the call-up against a standing offer (including applicable taxes).

A7.11 Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- a) the call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions 2005 (2022-12-01), General Conditions - Standing Offers - Goods or Services;
- d) the general conditions 2035 (2022-12-01), General Conditions - General Conditions - Higher Complexity - Services;
- e) Annex A, Statement of Work;
- f) Annex B, Basis of Payment;
- g) Annex C, Security Requirements Check List;
- h) Annex D, Insurance Requirements;
- i) the Offeror's offer dated _____ (*insert date of offer*).

A7.12 Certifications and Additional Information

A7.12.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Offeror with its offer or precedent to issuance of the Standing Offer (SO), and the ongoing cooperation in providing additional information are conditions of issuance of the SO and failure to comply will constitute the Offeror in default. Certifications are subject to verification by Canada during the entire period of the SO and of any resulting contract that would continue beyond the period of the SO.

A7.13 Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in _____ (*insert the name of the province or territory as specified by the Offeror in its offer, if applicable*).

A7.14 Official Languages

The Department is under the obligation to respect the spirit and the letter of the Official Languages Act R.S.1985,C.31 (4th Suppl.). It is therefore imperative that the Contractor when representing the Crown ensures that verbal communications are in the preferred official language of the participants. Written communications will be in the language(s) of the participants and must be submitted to the Project Authority before they are issued. If participants are required to

communicate by telephone with the Contractor or his/her representatives, the Contractor must ensure that all persons, including receptionists and other contacts who will be receiving these calls, are bilingual.

A7.15 Green Procurement

The Contractor should make every effort to ensure that all documents prepared or delivered under this contract are printed double-sided on Ecologo certified recycled paper or on paper with equivalent post-consumer recycled content, to the extent it is procurable.

It is desirable that the Contractor, in provisioning the Service, procure electronic equipment, such as computer equipment, peripherals and telephony equipment, that meet the most current ENERGY STAR technical specifications for energy efficiency and other environmental specifications such as ISO 14000, WEEE, RoSH, EPEAT and IEEE 1680 standards, without reducing the service quality and effectiveness, whether this equipment is owned by the Contractor or procured by the Contractor for GC customers.

It is desirable that the Contractor, in provisioning the Service, procures equipment and implements solutions that minimize the overall energy use without reducing the service quality and effectiveness, whether this equipment is owned by the Contractor or procured by the Contractor for GC customers.

It is desirable that the Contractor abide by the guidelines set by the Electronics Product Stewardship Canada's organization for the disposal and recycling of electronic products owned by the Contractor and used to deliver the Service whether this equipment is located on the Contractor's premises or on GC customer premises.

A7.16 Dispute Resolution

- (a) The parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.
- (b) The parties agree to consult and co-operate with each other in the furtherance of the contract and promptly notify the other party or parties and attempt to resolve problems or differences that may arise.
- (c) If the parties cannot resolve a dispute through consultation and cooperation, the parties agree to consult a neutral third party offering alternative dispute resolution services to attempt to address the dispute.
- (d) Options of alternative dispute resolution services can be found on Canada's Buy and Sell website under the heading "[Dispute Resolution](#)".

A7.17 Contract Administration

The Office of the Procurement Ombudsman (OPO) was established by the Government of Canada to provide an impartial, independent venue for Canadian bidders to raise complaints regarding the administration of certain federal contracts, regardless of dollar value. If you have concerns regarding the administration of a federal contract, you may contact OPO by e-mail at boa.opo@boa-opo.gc.ca, by telephone at 1-866-734-5169, or by web at www.opo-boa.gc.ca. For more information on OPO's services, please see the [Procurement Ombudsman Regulations](#) or visit the [OPO website](#).

B. RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from a call-up against the Standing Offer.

B7.1 Statement of Work

The Contractor must perform the Work described in the call-up against the Standing Offer.

B7.2 Standard Clauses and Conditions

B7.2.1 General Conditions

[2005 \(2022-12-01\)](#), General Conditions – Standing Offers – Goods or Services apply to and form part of the Contract.

B7.3 Term of Contract

B7.3.1 Period of the Contract

The Work must be completed in accordance with the Call-up against the Standing Offer.

B7.4 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a *Public Service Superannuation Act* (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with [Contracting Policy Notice: 2019-01](#) of the Treasury Board Secretariat of Canada.

B7.5 Payment

B7.5.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price, as specified in Annex B – Basis of Payment. Customs duties are included and Applicable Taxes are extra.

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work, unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

B7.5.2 Method of Payment – Single Payment

Canada will pay the Contractor upon completion and delivery of the Work in accordance with the payment provisions of the Contract if:

- a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all such documents have been verified by Canada;
- c. the Work delivered has been accepted by Canada.

B7.5.3 Electronic Payment of Invoices – Call-up

The Contractor accepts to be paid using any of the following Electronic Payment Instrument(s):

Direct Deposit (Domestic and International)

B7.6 Invoicing Instructions

The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

Invoices must be distributed as follows

- The original must be forwarded to the Project Authority identified under the section entitled "Authorities" of the Contract for certification and payment

B7.6 Insurance Requirements

The Contractor must comply with the insurance requirements specified in Annex "F". The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.

The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.

The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. For Canadian-based Contractors, coverage must be placed with an Insurer licensed to carry out business in Canada, however, for Foreign-based Contractors, coverage must be placed with an Insurer with an A.M. Best Rating no less than "A-". The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

ANNEX "A" - STATEMENT OF WORK

1. SCOPE

1.1 Title

Rental and installation of tents and floors

1.2 Introduction and objective

Canadian Heritage (PCH) wants to establish standing offers for the rental and installation of outdoor tents and temporary floors in order to respond to a requirement related to event programming, sponsors, operations, press conferences and other corporate events of the Department.

PCH intends to award up to two standing offers, each one lasting three years with the possibility of extension for two optional periods of one year each.

1.3 Background

Every year, Canadian Heritage organizes major events in Canada's Capital Region to promote active citizenship by means of civic participation, recognize Canadians' shared values and celebrate the people and events that shape Canada.

Flagship events are Winter Lights Across Canada, Winterlude and Canada Day. The standing offer agreement stemming from this request will cover the rental of tents and temporary floors for these events and related operations. Other events may be added where necessary and as new requirements arise. The contractor will be informed of requirements related to other potential events before the events are held.

Flagship events are Winterlude and Canada Day. The standing offer agreement stemming from this request will cover the rental of tents and temporary floors for these events and related operations. Other events may be added where necessary and as new requirements arise. The contractor will be informed of requirements related to other potential events before the events are held.

2. REQUIREMENTS

2.1 Scope

The tent and floor rental period varies from one day to over one month, depending on the event and location. The tent and floor rental services include all labour, transportation and equipment needed to deliver, install, maintain, inspect and dismantle all of the items listed in Appendix B – Basis of Payment.

The requirements differ for each event and for each site. Each event or requirement includes different sites and locations where tents and floors will be needed.

The delivery points vary depending on the requirement. The most frequently used sites include but are not limited to the following: Parliament Hill, Jacques Cartier Park north and south, Confederation Park, Major's Hill Park, the Rideau Canal Skateway, Le Breton Flats Park, Place des festivals Zibi, various museum sites, other municipal parks in the National Capital Region and various main commercial arteries in Ottawa and Gatineau.

For certain events, the work may have to be carried out simultaneously on more than one site at a time. More than one work team may be required as a result.

2.2 Anticipated Dates

The start and end dates of each event are subject to change depending on requirements and PCH schedules. Therefore, tents and/or floors may have to be installed and removed before, during or after the event is held.

The following are the anticipated dates for events covered by this request for standing offers:

Year 1

Canada Day 2023: July 1, 2023

Year 2

Winter Lights Across Canada ceremony: December 6, 2023

Winterlude 2024: February 2 to 19, 2024

Canada Day 2024: July 1, 2024

Year 3

Winter Lights Across Canada ceremony: December 5, 2024

Winterlude 2025: January 31 to February 17, 2025

Canada Day 2025: July 1, 2025

Optional Year 1

Winter Lights Across Canada ceremony: December 3, 2025

Winterlude 2026: January 30 to February 16, 2026

Canada Day 2026: July 1, 2026

Optional Year 2

Winter Lights Across Canada ceremony: December 2, 2026

Winterlude 2027: January 29 to February 15, 2027

Canada Day 2027: July 1, 2027

2. REQUIREMENTS

2.1 Tasks, Activities, Specifications and Deliverables

2.1.1 Provide three tent types

The offeror must provide different tent types in a variety of dimensions as described in the Basis of Payment.

Each tent type must meet at least the following specifications:

- Tent walls and roofs must be adjusted to the format of the structure, without visible stains or tears, and must be white only;
- Walls and roofs must also be waterproof;
- Walls must be available in plain pvc or with windows;
- Roofs must be constructed using a minimum of 18 oz vinyl polyester;
- Walls must be constructed using a minimum of 14 oz vinyl polyester;
- Walls of sufficient quantity to completely close the tents;
- Roofs and walls resistant to rot and mildew;
- Poles and supports must be in anodized aluminum or galvanized steel;
- Be approved by an engineer;
- Fire-resistant per CAN/ULC S109-14 standards.

2.1.1.1 Marquee tent – Warner “Peak Marquee” or equivalent

- With a roof consisting of one or more high points or peaks;
- Without centre posts, so that 100% of the interior is available.

2.1.1.2 “Clear-Span Structures” tent – Warner “X-Span” or equivalent

- With a gable roof;
- Without centre posts, so that 100% of the interior is available.

2.1.1.3 Pole tent – Warner “Peak Pole Tents” or equivalent

- With a roof consisting of one or more high points or peaks;
- With centre posts.

Note: If the tents proposed for 2.1.1.1, 2.1.1.2 and/or 2.1.1.3 are not Warner brand, it is the offeror’s responsibility to demonstrate that the tent specifications are equivalent to Warner specifications.

2.1.2 Provide three floor types (to install inside the tents if necessary)

The offeror must provide three different floor types in a variety of dimensions (as described in the Basis of Payment):

- i. ¾ inch plywood (painted black or grey);
- ii. ¾ inch plywood (painted another specified colour);
- iii. Rubber covering (for tents installed in winter).

Note:

When floors are installed on relatively level ground, they are to be installed along the surface without I-Beam.

When floors are installed on land that is not relatively level, they are to be installed on I-Beam. The installation type is to be identified in the call-up.

2.1.3 Tent Anchoring and Installation Surfaces

The tents and/or floors will be installed on different and sometimes uneven surfaces including asphalt, grass or ice (Rideau Canal). Ice surfaces may be covered with snow and/or ice and may not be completely level. It is the offerer's responsibility to take the necessary measures to ensure the installation is safe.

Tents may be anchored according to the type of mounting surface and the tent manufacturer's specifications using the following:

- Ground stakes;
- Ice stakes;
- If the location does not allow stakes to be used, the offeror may be asked to use barrels or a concrete counterweight system (minimum one tonne).
 - The offeror must have the equipment needed to fill the barrels and move the barrels/ concrete counterweight when required. The counterweights used must comply with the manufacturer's standards and the engineer's plan.

2.1.4 Materials and Handling

The offeror must provide all equipment, materials and labour required to transport, install, inspect and dismantle the tents and floors needed. The offeror must comply with the various federal, provincial and municipal regulations and standards for construction and land use. When installing floors and tents, the offeror must comply with the lines identified on the ground on the sites indicating electrical, water and telecommunication conduits. The offeror will be required to comply with these regulations and standards and to provide the necessary certifications and attestations when required. The material provided must also comply with different fire department standards (Ottawa and Gatineau). The offeror is responsible for all costs incurred to comply with these standards.

The Capital Experience Branch cannot be held liable for any damages to the offerer's material.

2.1.5 Accessibility Equipment

The offeror is responsible for determining if accessibility measures are requested and for installing the adapted accessibility equipment as required (steps, handrails, etc.). These measures will be taken at the offeror's cost and will be incorporated into the proposed price in Appendix B.

2.1.6 Requirements Definition

The offeror may be asked to visit sites with a PCH representative before the subsequent call-up is issued in order to identify the equipment needed to ensure the installation complies with installation standards and event requirements.

2.1.7 Assembly and Disassembly Schedule

An assembly and disassembly schedule will be provided to the offeror as early as possible once the requirements have been identified.

2.1.8 Installation Inspections

The offeror must inspect each tent and/or floor after installation in order to comply with the manufacturer's safety standards. Other inspections may be requested, for example, because of weather conditions or at the project authority's request.

2.1.9 Ambient Lighting

All tents must be equipped with basic ambient lighting installed by the offeror, and emergency exit lights where required (for tents over 3,200 sq. ft. or according to the building code in effect in the province where the tent is installed). Electrical power will be provided by PCH. A solar light cannot be used. All tents must be equipped with a fire extinguisher that is properly identified, installed on a specially designed fire extinguisher stand, of the appropriate type and with up-to-date maintenance and inspections.

2.1.10 Site Inspection

Before leaving the site (either after installation and/or after dismantling), the offeror must carry out an inspection with the project authority. Any site damages will be billed to the offeror.

2.1.11 Door Installation

Some tents will require one or more commercial double doors to be installed. These doors must be aluminum, glazed and free of cracks. The doors must be installed by the offeror.

2.1.12 Diagrams and Specifications

The offeror must provide plans and technical specifications to demonstrate construction details, as well as written certification that each tent is built according to plan. All plans must be prepared by a structural engineer and submitted to the project authority prior to installation. The offeror must provide the fireproofing certificate for each tent as well.

2.1.13 Brackets

For some tents, including those installed in winter, the offeror must provide brackets to hang items such as lighting, backdrops, signage and so on, on the interior tent beams.

2.1.14 Heating Units

In winter, PCH will provide forced air heating units for certain units that will come from a third party. The heating units will be placed close to the ground outside the tents at various locations. The contractor must make holes in some tent walls to allow the forced air ducts to enter and keep these walls for the duration of the agreement. If necessary, this will be indicated in the subsequent call-up.

2.1.15 Fans

For some tents installed in winter, the offeror must provide ceiling fans in heated tents to ensure that air is properly circulated and vented from the tents. The supplier must make sure these fans are installed and operate safely.

2.1.16 Additional Work or Equipment

Any situation involving work that is not part of the core work must be reported to the technical authority by telephone or email. The contractor will then submit a bid for the work to be performed and may not commence the work until approval has been obtained from the contracting authority. There will be no additional compensation for work performed without prior approval.

2.2 Emergency Calls

The offeror must be able to respond to emergency calls 24 hours a day, 7 days a week. The offeror must respond to emergency calls within 4 hours. In such cases, the offeror must inspect all installations at each of the affected sites, take any necessary corrective actions and subsequently report back to the project authority.

3 Constraints

3.1 Language of Work

English or French.

3.2 Occupational Health and Safety Requirements

In carrying out its mandate with the department, the offeror will comply with federal, provincial and municipal occupational health and safety laws and regulations. Where federal, provincial or municipal provisions differ, the offeror will comply with the more stringent provisions.

The offeror acknowledges that the project authority has informed it that the locations involved in the work are "construction sites" under federal, provincial and municipal laws and regulations, and that it is subject to federal, provincial and municipal occupational health and safety laws and regulations in the construction industry.

Some sites are classified as construction sites, as determined by the applicable code. Shirts, long pants, certified safety boots, safety vests and certified safety helmet are required when installing and removing all tents and floors on those sites.

The offeror will be responsible for the costs associated with compliance with federal, provincial and municipal occupational health and safety laws and regulations (including in the construction industry).

The contractor must ensure that all workers under its responsibility have the current certifications, licences and permits necessary to operate the required equipment. This includes work at heights training, hoist certification, first aid training and more. Workers must be able to present their credentials on request.

4 Support Provided by PCH

- Electrical power will be provided by PCH.
- Forced air heating units.
- Detailed site plans including the location of water lines, electricity, etc.

ANNEX “B” - BASIS OF PAYMENT

The Offeror will be paid in accordance with the following payment terms for work performed under the Contract.

All deliverables are F.O.B. Destination, and Canadian Customs Duty included, and applicable tax(es) extra.

Price Adjustments

Beginning in Year 2 (April 1, 2024) and applying to year 3 and to all option years, prices will be adjusted annually by applying an economic indicator to the previous year’s prices. The annual average of the percentage change in the Core Consumer Price Index (CPI), as published by the Bank of Canada, will be used to determine the prices for year 2, year 3 and any option years exercised. The data used to calculate the annual average percentage change can be found at the following Bank of Canada webpage:

[Consumer Price Index, 2000 to Present - Bank of Canada](#)

The prices of the previous year will be multiplied by the “ % change” published for the twelve month period preceding the Standing Offer anniversary date (for the following year) or the month preceding the month in which the option is exercised.

FIRM ALL-INCLUSIVE PRICES

The rates below include transport, installation, inspection, rental and dismantling.

A INITIAL PERIOD OF THE STANDING OFFER

A.1: YEAR 1: April 1, 2023 to March 31, 2024

Item	Dimensions (in feet)	Type of anchoring	MONTHLY RATE :	WEEKLY RATE :
			The first year of the Initial Standing Offer period	The first year of the initial Standing Offer period
Peak Marquee Tent	10 x 10	Stakes (ground or ice)		
		Counter weights or barrels		
Peak Marquee Tent	10 x 15	Stakes (ground or ice)		
		Counter weights or barrels		
Peak Marquee Tent	10 x 20	Stakes (ground or ice)		
		Counter weights or barrels		
Peak Marquee Tent	20 x 20	Stakes (ground or ice)		
		Counter weights or barrels		

Item	Dimensions (in feet)	Type of anchoring	MONTHLY RATE :	WEEKLY RATE :
			The first year of the Initial Standing Offer period	The first year of the initial Standing Offer period
Tente Marquise	20 x 30	Stakes (ground or ice)		
		Counter weights or barrels		
Tente Marquise	30 x 30	Stakes (ground or ice)		
		Counter weights or barrels		
Tente Marquise	40 x 40	Stakes (ground or ice)		
		Counter weights or barrels		
Tente Marquise	50 x 50	Stakes (ground or ice)		
		Counter weights or barrels		
Tente Marquise	60 x 60	Stakes (ground or ice)		
		Counter weights or barrels		
Clear Span Structure Tent	15 x 30	Stakes (ground or ice)		
		Counter weights or barrels		
Clear Span Structure Tent	30 x 30	Stakes (ground or ice)		
		Counter weights or barrels		
Clear Span Structure Tent	30 x 45	Stakes (ground or ice)		
		Counter weights or barrels		
Clear Span Structure Tent	45 x 45	Stakes (ground or ice)		
		Counter weights or barrels		
Clear Span Structure Tent	60 x 85	Stakes (ground or ice)		
		Counter weights or barrels		

Item	Dimensions (in feet)	Type of anchoring	MONTHLY RATE :	WEEKLY RATE :
			The first year of the Initial Standing Offer period	The first year of the initial Standing Offer period
Peak Pole Tent	10 x 10	Stakes (ground or ice)		
		Counter weights or barrels		
Peak Pole Tent	10 x 20	Stakes (ground or ice)		
		Counter weights or barrels		
Peak Pole Tent	10 x 30	Stakes (ground or ice)		
		Counter weights or barrels		
Peak Pole Tent	20 x 20	Stakes (ground or ice)		
		Counter weights or barrels		
Peak Pole Tent	20 x 30	Stakes (ground or ice)		
		Counter weights or barrels		
Peak Pole Tent	20 x 40	Stakes (ground or ice)		
		Counter weights or barrels		
Peak Pole Tent	20 x 60	Stakes (ground or ice)		
		Counter weights or barrels		
Peak Pole Tent	20 x 80	Stakes (ground or ice)		
		Counter weights or barrels		
Peak Pole Tent	30 x 40	Stakes (ground or ice)		
		Counter weights or barrels		
Peak Pole Tent	40 x 40	Stakes (ground or ice)		
		Counter weights or barrels		
Peak Pole Tent	40 x 80	Stakes (ground or ice)		
		Counter weights or barrels		

Item	Dimensions (in square feet)	Description	MONTHLY RATE :	WEEKLY RATE :
			The first year of the Initial Standing Offer period	The first year of the initial Standing Offer period
Painted plywood flooring	Direct on ground/ without I-Beam (p ²)	Painted grey or black (price by p ²)		
		Rubber-covered plywood (price by p ²)		
	I-Beam (p ²)	Painted grey or black (price by p ²)		
		Rubber-covered plywood (price by p ²)		

Item	Description	MONTHLY RATE :	WEEKLY RATE :
		The first year of the Initial Standing Offer period	The first year of the initial Standing Offer period
Counter-weight in cement	By unit, delivered, and installed		
Fan	By unit, Installed on ceiling		
Double doors	By unit, installed, Minimum height 1.82 m		
Support	By unit, delivered and installed		

A.2 YEAR 2 (April 1, 2024 to March 31, 2025)

(Pricing table to be amended during the month prior to the commencement of Year 2 in accordance with the paragraph entitled Price Adjustment)

A.3 YEAR 3 (April 1, 2025 to March 31, 2026)

(Pricing table to be amended during the month prior to the commencement of Year 3 in accordance with the paragraph entitled Price Adjustment)

B. OPTION PERIODS

This section is only applicable if the option to extend the Contract/Standing Offer is exercised by Canada.

During the extended period of the Contract/Standing Offer specified below, the Contractor will be paid as specified below to perform all the Work in relation to the Contract/Standing Offer extension

B.1 OPTION YEAR 1 (April 1, 2026 to March 31, 2027)

(Pricing table to be amended during the month prior to the end of Year 2 and in accordance with the paragraph entitled Price Adjustment)

B.2 OPTION YEAR 1 (April 1, 2027 to March 31, 2028)

(Pricing table to be amended during the month prior to the end of Year 2 and in accordance with the paragraph entitled Price Adjustment)

C CANCELLATION AND/OR POSPONED DATES

If Canada cancels or postpones an event, the Contractor will be paid as follows:

Cancellation – less than 24 hours before installation	100% of total call-up value affected by cancellation.
Rescheduled dates – less than 24 hours notice prior to original dates	10% of total call-up value affected by cancellation.
Cancellation or postponed dates – more than 24 hours before an event	No charges

ANNEX "C" - SECURITY REQUIREMENTS CHECKLIST

 Government of Canada
Gouvernement du Canada

Contract Number / Numéro du contrat
Invitation to Tender for Standing Offer Agreement
Security Classification / Classification de sécurité

**SECURITY REQUIREMENTS CHECK LIST (SRCL)
LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)**

PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE		
1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine	Patrimoine Canada	2. Branch or Directorate / Direction générale ou Direction Capital Experience Branch
3. a) Subcontract Number / Numéro du contrat de sous-traitance Going out to tender	3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant	
4. Brief Description of Work / Brève description du travail Invitation to tender on a Standing Offer Agreement needed for electrical services on various NCR event sites and Federally owned land and buildings. The tendering process will result in a 1 year fixed SOA with 3 1 year renewals options.		
5. a) Will the supplier require access to Controlled Goods? Le fournisseur aura-t-il accès à des marchandises contrôlées?	<input checked="" type="checkbox"/> No Non	<input type="checkbox"/> Yes Oui
5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques?	<input checked="" type="checkbox"/> No Non	<input type="checkbox"/> Yes Oui
6. Indicate the type of access required / Indiquer le type d'accès requis		
6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (Specify the level of access using the chart in Question 7. c) (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c)	<input checked="" type="checkbox"/> No Non	<input type="checkbox"/> Yes Oui
6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé.	<input checked="" type="checkbox"/> No Non	<input type="checkbox"/> Yes Oui
6. c) Is this a commercial courier or delivery requirement with no overnight storage? S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit?	<input checked="" type="checkbox"/> No Non	<input type="checkbox"/> Yes Oui
7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès		
Canada <input checked="" type="checkbox"/>	NATO / OTAN <input type="checkbox"/>	Foreign / Étranger <input type="checkbox"/>
7. b) Release restrictions / Restrictions relatives à la diffusion		
No release restrictions Aucune restriction relative à la diffusion <input checked="" type="checkbox"/>	All NATO countries Tous les pays de l'OTAN <input type="checkbox"/>	No release restrictions Aucune restriction relative à la diffusion <input type="checkbox"/>
Not releasable À ne pas diffuser <input type="checkbox"/>		
Restricted to: / Limité à: <input type="checkbox"/> Specify country(ies): / Préciser le(s) pays:	Restricted to: / Limité à: <input type="checkbox"/> Specify country(ies): / Préciser le(s) pays:	Restricted to: / Limité à: <input type="checkbox"/> Specify country(ies): / Préciser le(s) pays:
7. c) Level of information / Niveau d'information		
PROTECTED A PROTÉGÉ A <input type="checkbox"/>	NATO UNCLASSIFIED NATO NON CLASSIFIÉ <input type="checkbox"/>	PROTECTED A PROTÉGÉ A <input type="checkbox"/>
PROTECTED B PROTÉGÉ B <input type="checkbox"/>	NATO RESTRICTED NATO DIFFUSION RESTREINTE <input type="checkbox"/>	PROTECTED B PROTÉGÉ B <input type="checkbox"/>
PROTECTED C PROTÉGÉ C <input type="checkbox"/>	NATO CONFIDENTIAL NATO CONFIDENTIEL <input type="checkbox"/>	PROTECTED C PROTÉGÉ C <input type="checkbox"/>
CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>	NATO SECRET NATO SECRET <input type="checkbox"/>	CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>
SECRET SECRET <input type="checkbox"/>	COSMIC TOP SECRET COSMIC TRÈS SECRET <input type="checkbox"/>	SECRET SECRET <input type="checkbox"/>
TOP SECRET TRÈS SECRET <input type="checkbox"/>		TOP SECRET TRÈS SECRET <input type="checkbox"/>
TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>		TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité



Contract Number / Numéro du contrat Invitation to Tender for Standing Offer Agreement
Security Classification / Classification de sécurité

PART A (continued) / PARTIE A (suite)

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS? No / Non Yes / Oui
If Yes, indicate the level of sensitivity:
Dans l'affirmative, indiquer le niveau de sensibilité :

9. Will the supplier require access to extremely sensitive INFOSEC information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate? No / Non Yes / Oui

Short Title(s) of material / Titre(s) abrégé(s) du matériel :
Document Number / Numéro du document :

PART B - PERSONNEL (SUPPLIER) / PARTIE B - PERSONNEL (FOURNISSEUR)

10. a) Personnel security screening level required / Niveau de contrôle de la sécurité du personnel requis

- | | | | |
|---|---|---|--|
| <input type="checkbox"/> RELIABILITY STATUS
COTE DE FIABILITÉ | <input type="checkbox"/> CONFIDENTIAL
CONFIDENTIEL | <input type="checkbox"/> SECRET
SECRET | <input type="checkbox"/> TOP SECRET
TRÈS SECRET |
| <input type="checkbox"/> TOP SECRET - SIGINT
TRÈS SECRET - SIGINT | <input type="checkbox"/> NATO CONFIDENTIAL
NATO CONFIDENTIEL | <input type="checkbox"/> NATO SECRET
NATO SECRET | <input type="checkbox"/> COSMIC TOP SECRET
COSMIC TRÈS SECRET |
| <input checked="" type="checkbox"/> SITE ACCESS
ACCÈS AUX EMPLACEMENTS | | | |

Special comments:
Commentaires spéciaux : SITE ACCES STATUS FOR EVENTS ON THE PARL. HILL

NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided.
REMARQUE : Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.

10. b) May unscreened personnel be used for portions of the work?
Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail? No / Non Yes / Oui

If Yes, will unscreened personnel be escorted?
Dans l'affirmative, le personnel en question sera-t-il escorté? No / Non Yes / Oui

PART C - SAFEGUARDS (SUPPLIER) / PARTIE C - MESURES DE PROTECTION (FOURNISSEUR)

INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS

11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or premises?
Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS? No / Non Yes / Oui

11. b) Will the supplier be required to safeguard COMSEC information or assets?
Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC? No / Non Yes / Oui

PRODUCTION

11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises?
Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ? No / Non Yes / Oui

INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)

11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data?
Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS? No / Non Yes / Oui

11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency?
Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale? No / Non Yes / Oui

Contract Number / Numéro du contrat
Invitation to Tender for Standing Offer Agreement Security Classification / Classification de sécurité

PART C - (continued) / PARTIE C - (suite)

For users completing the form manually use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises.
Les utilisateurs qui remplissent le formulaire manuellement doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

For users completing the form online (via the Internet), the summary chart is automatically populated by your responses to previous questions.
Dans le cas des utilisateurs qui remplissent le formulaire en ligne (par Internet), les réponses aux questions précédentes sont automatiquement saisies dans le tableau récapitulatif.

SUMMARY CHART / TABLEAU RÉCAPITULATIF

Category Catégorie	PROTECTED PROTÉGÉ			CLASSIFIED CLASSIFIÉ			NATO				COMSEC						
	A	B	C	CONFIDENTIAL CONFIDENTIEL	SECRET	TOP SECRET TRES SECRET	NATO RESTRICTED NATO DIFFUSION RESTREINTE	NATO CONFIDENTIAL NATO CONFIDENTIEL	NATO SECRET	COSMIC TOP SECRET COSMIC TRES SECRET	PROTECTED PROTÉGÉ			CONFIDENTIAL	SECRET	TOP SECRET TRES SECRET	
											A	B	C				
Information / Assets Renseignements / Biens																	
Production																	
IT Media / Support TI																	
IT Link / Lien électronique																	

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?
La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE? No / Non Yes / Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire.

12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED?
La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE? No / Non Yes / Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments).
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquer qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).

*Fourth (4th) page of SRCL (Signature page) to be
inserted at issuance of Standing Offer*

ANNEX "D" - INSURANCE REQUIREMENTS

Commercial General Liability Insurance

The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$5,000,000.00 per accident or occurrence and in the annual aggregate.

The Commercial General Liability policy must include the following:

- a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by the Department of Canadian Heritage.
- b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
- c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
- d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
- e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
- f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
- g. Employees and, if applicable, Volunteers must be included as Additional Insured.
- h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
- i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
- j. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
- k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
- l. Owners' or Contractors' Protective Liability: Covers damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
- m. Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.
- n. Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.
- o. Litigation Rights: Pursuant to subsection 5(d) of the [Department of Justice Act](#), S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

For the province of Quebec, send to:

Director Business Law Directorate,
Quebec Regional Office (Ottawa),
Department of Justice,
284 Wellington Street, Room SAT-6042,
Ottawa, Ontario, K1A 0H8

For other provinces and territories, send to:

Senior General Counsel,
Civil Litigation Section,
Department of Justice
234 Wellington Street, East Tower
Ottawa, Ontario K1A 0H8

A copy of the letter must be sent to the Contracting Authority. Canada reserves the right to co-defend any action brought against Canada. All expenses incurred by Canada to co-defend such actions will be at Canada's expense. If Canada decides to co-defend any action brought against it, and Canada does not agree to a proposed settlement agreed to by the Contractor's insurer and the plaintiff(s) that would result in the settlement or dismissal of the action against Canada, then Canada will be responsible to the Contractor's insurer for any difference between the proposed settlement amount and the amount finally awarded or paid to the plaintiffs (inclusive of costs and interest) on behalf of Canada.

ANNEX “E” - Calculation of Prices for the Financial Evaluation of offers

As indicated in Part 4 - Evaluation Procedures and Basis of Selection, Article 4.2, Basis of Selection, the two responsive offers with the lowest evaluated prices will be recommended for issuance of a contract.

The calculation grid (in separate Excel grid "10212437_Annex E-Calculation of Prices for the financial evaluation of offers" will be completed by the Standing Offer Authority in order to determine the lowest evaluated total price.

NB: The separate Excel grid is provided for information and is not to be completed by the bidders. The Standing Offer Authority will complete it using the unit prices provided by the Bidder in Annex B, Basis of Payment.

1.0 See separate Excel grid:

"10212437_appendix E_Calculation of prices for the Financial Evaluation of Offers"

2.0 PRICE ADJUSTMENTS

Beginning in Year 2 (April 1, 2024) and applying to year 3 and to all option years, prices will be adjusted annually by applying an economic indicator to the previous year's prices. The annual average of the percentage change in the Core Consumer Price Index (CPI), as published by the Bank of Canada, will be used to determine the prices for year 2, year 3 and any option years exercised. The data used to calculate the annual average percentage change can be found at the following Bank of Canada webpage:

[Consumer Price Index, 2000 to Present - Bank of Canada](#)

The prices of the previous year will be multiplied by the “ % change” published for the twelve month period preceding the Standing Offer anniversary date (for the following year) or the month preceding the month in which the option is exercised.

ANNEX "F" - 942 FORM CALL-UP AGAINST A STANDING OFFER

Item No. Article n°		Description Description	U of I U de I	Quantity Quantité	Unit Price Prix unitaire	Disc Disc	Excl. Price Prix prévu
<p>Special Instructions - Instructions spéciales To the Supplier: Your standing offer referred to above is hereby accepted as follows: You are required to supply the goods and/or services shown above at the prices or pricing basis and in accordance with the other terms and conditions stated in the standing offer. Only goods and services included in the standing offer shall be supplied against this call-up. Each shipment shall be accompanied by a packing slip or delivery slip. All invoices, shipping bills and packing slips must show the order number. Au fournisseur: Votre offre permanente, dont le numéro figure ci-haut, est acceptée selon les modalités suivantes: Vous êtes prié de fournir les biens ou services indiqués ci-haut aux prix ou selon les modalités de prix et en conformité des autres conditions stipulées dans l'offre permanente. Ne seront fournis en vertu de la présente commande que les biens et services figurant dans l'offre permanente. Chaque envoi sera accompagné d'un bordereau d'emballage ou d'expédition. Les factures, connaissements et bordereaux d'emballage doivent tous porter le numéro de la demande.</p>							

ANNEX "G" - OFFER OF SERVICES FORM
Electrical Support for Various Special Events and Projects

<i>(to be filled in by Bidder)</i>	
Offeror's full legal name	
Authorized Representative of Offeror for evaluation purposes (e.g., clarifications)	Name
	Title
	Address
	Telephone #
	Fax #
	Email
Offeror's Procurement Business Number (PBN) <i>(see the Standard Instructions 2003)</i>	
Bidder's GST/HST/QST number	
Tax rate to be charged on any resulting contract	Specify percentage: _____ %
Jurisdiction of Contract: Province in Canada the offeror wishes to be the legal jurisdiction applicable to any resulting contract (if other than as specified in solicitation)	
Former Public Servants See the Article in Part 2 of the bid solicitation for a definition of "Former Public Servant".	Is the Bidder a FPS in receipt of a pension as defined in the bid solicitation? Yes ____ No ____ If yes, provide the information required by the Article in Part 5 entitled "Former Public Servant Certification"
	Is the Bidder a FPS who received a lump sum payment under the terms of a work force reduction program? Yes ____ No ____ If yes, provide the information required by the Article in Part 5 entitled "Former Public Servant Certification"
Integrity Provisions (as per Part 5 of the bid solicitation)	Integrity Declaration Form An Integrity declaration form must be submitted only when: <ol style="list-style-type: none"> The supplier, one of its affiliates or a proposed first-tier subcontractor has, in the past three years, been charged with or convicted of a criminal offense in a country other than Canada, that, to the best of the supplier's knowledge and belief, may be similar to one of the listed offences in the Ineligibility and Suspension Policy (the "policy"); and/or The supplier is unable to provide any of the certifications required by the Integrity Provisions Click here to complete the form and instructions for its submittal.

	<p>List of names for integrity verification form</p> <p>Section 17 of the <i>Ineligibility and Suspension Policy</i> (http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) requires suppliers, regardless of their status under the policy, to submit a list of names with their bid or offer. The list differs depending on the bidder or offeror's organizational structure:</p> <ul style="list-style-type: none"> - Suppliers including those bidding as joint ventures, whether incorporated or not, must provide a complete list of the names of all current directors - Privately owned corporations must provide a list of the owners' names - Suppliers bidding as sole proprietors, including sole proprietors bidding as joint ventures, whether incorporated or not, must provide a complete list of the names of all owners - Suppliers that are a partnership do not need to provide a list of names <p>Suppliers may use this form to provide the list of names. Failure to submit this information, where required, will render a bid or offer non-responsive, or the supplier disqualified for award of a contract.</p> <p>Complete the form online, print, sign and attach it to the bid.</p>
<p>On behalf of the bidder, by signing below, I confirm that I have read the entire bid solicitation including the documents incorporated by reference into the bid solicitation and I certify that:</p> <ol style="list-style-type: none"> 1. The bidder considers itself and its products able to meet all the mandatory requirements described in the bid solicitation; 2. This bid is valid for the period requested in the bid solicitation; 3. All the information provided in the bid is complete, true and accurate; and 4. If the bidder is awarded a contract, it will accept all the terms and conditions set out in the Resulting contract clauses, included in the bid solicitation. 	
Signature of Authorized Representative of Bidder	